

08 C 1395

**JUDGE MAROVICH
MAGISTRATE JUDGE MASON**

EXHIBIT C

U.S. DEPARTMENT OF HOUSING & URBAN DEVELOPMENT

1. ☐ FHA 2. ☐ FHLB 3. ☒ CONV. UNINS. 4. ☐ VA 5. ☐ CONV. INST.

SETTLEMENT STATEMENT

6. FILE NUMBER:
270875MK
7. LOAN NUMBER:
11668431
8. MORTGAGE INS CASE NUMBER:C. NOTE: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "[POC]" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.
1.0 3/08 (270875 PFD/270875MK/18)

D. NAME AND ADDRESS OF BORROWER:

DORTHY LEAKS
11361 SOUTH FOREST AVE
CHICAGO, IL 60628

E. NAME AND ADDRESS OF SELLER:

F. NAME AND ADDRESS OF LENDER:

WMC MORTGAGE

G. PROPERTY LOCATION:
11361 SOUTH FOREST AVENUE
CHICAGO, IL 60628
COOK County, Illinois
25-22-118-017

H. SETTLEMENT AGENT:

Law Title Insurance Agency Inc.-Naperville

PLACE OF SETTLEMENT

2900 Ogden Ave., Suite 108
Lisle, Illinois 60532

I. SETTLEMENT DATE:

September 6, 2006

Disburse:09/11/06

J. SUMMARY OF BORROWER'S TRANSACTION

100. GROSS AMOUNT DUE FROM BORROWER:	
101. Contract Sales Price	
102. Personal Property	
103. Settlement Charges to Borrower (Line 1400)	20,986.04
104. Payoff first mortgage to WELLS FARGO	123,257.59
105. Payoff second mortgage to NEED UPDATE PAYOFF	27,109.20
Adjustments For Items Paid By Seller in advance	
106. City/Town Taxes to	
107. County Taxes to	
108. Assessments to	
109.	
110.	
111.	
112.	
120. GROSS AMOUNT DUE FROM BORROWER	171,354.83
200. AMOUNTS PAID BY OR IN BEHALF OF BORROWER:	
201. Deposit or earnest money	
202. Principal Amount of New Loan(s)	199,750.00
203. Existing loan(s) taken subject to	
204.	
205.	
206.	
207.	
208.	
209.	
Adjustments For Items Unpaid By Seller	
210. City/Town Taxes to	
211. County Taxes to	
212. Assessments to	
213.	
214.	
215.	
216.	
217.	
218.	
219.	
220. TOTAL PAID BY/FOR BORROWER	199,750.00
300. CASH AT SETTLEMENT FROM/TO BORROWER:	
301. Gross Amount Due From Borrower (Line 120)	171,354.83
302. Less Amount Paid By/For Borrower (Line 220)	(199,750.00)
303. CASH (FROM) (X TO) BORROWER	28,395.17

K. SUMMARY OF SELLER'S TRANSACTION

400. GROSS AMOUNT DUE TO SELLER:	
401. Contract Sales Price	
402. Personal Property	
403.	
404.	
405.	
Adjustments For Items Paid By Seller in advance	
406. City/Town Taxes to	
407. County Taxes to	
408. Assessments to	
409.	
410.	
411.	
412.	
420. GROSS AMOUNT DUE TO SELLER	
500. REDUCTIONS IN AMOUNT DUE TO SELLER:	
501. Excess Deposit (See Instructions)	
502. Settlement Charges to Seller (Line 1400)	
503. Existing loan(s) taken subject to	
504. Payoff of first Mortgage	
505. Payoff of second Mortgage	
506.	
507.	
508.	
509.	
Adjustments For Items Unpaid By Seller	
510. City/Town Taxes to	
511. County Taxes to	
512. Assessments to	
513.	
514.	
515.	
516.	
517.	
518.	
519.	
520. TOTAL REDUCTION AMOUNT DUE SELLER	
600. CASH AT SETTLEMENT TO/FROM SELLER:	
601. Gross Amount Due To Seller (Line 420)	
602. Less Reductions Due Seller (Line 520)	
603. CASH (TO) (FROM) SELLER	0.00

HUD-1 (2-06) RESPA, HB4305 2

701. \$ to				LOAN/SETTLEMENT FUNDS AT SETTLEMENT	SELLER'S FUNDS AT SETTLEMENT
702. \$ to					
703. Commission Paid at Settlement					
704. to					
800. ITEMS PAYABLE IN CONNECTION WITH LOAN					
801. Loan Origination Fee	2.2524 %	to	ILLINOIS MORTGAGE FUNDING	4,489.17	
802. Loan Discount	%	to			
803. Appraisal Fee		to	ILLINOIS MORTGAGE FUNDING	300.00	
804. Credit Report		to			
805. APPLICATION FEE		to	WMC MORTGAGE	950.00	
806. Processing Fee		to	ILLINOIS MORTGAGE FUNDING	998.00	
807. Flood Certification Fee		to			
808. Underwriting Fee					
809. Tax Service Fee					
810.					
811.					
812. Yield Spread Premium		to	ILLINOIS MORTGAGE FUNDING	POC \$1,997.50L	
813.					
814.					
815.					
816.					
817.					
818.					
819.					
820.					
900. ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE					
901. Interest From	09/11/06 to 10/01/06 @ \$	53.193700/day	(20 days %)	1,063.87	
902. Mortgage Insurance Premium for	months to				
903. Hazard Insurance Premium for	1.0 years to				
904.					
905.					
1000. RESERVES DEPOSITED WITH LENDER					
1001. Hazard Insurance	months @ \$	per month			
1002. Mortgage Insurance	months @ \$	per month			
1003. City/Town Taxes	months @ \$	per month			
1004. County Taxes	months @ \$	per month			
1005. Assessments	months @ \$	per month			
1006.	months @ \$	per month			
1007.	months @ \$	per month			
1008. AGGREGATE ADJUSTMENT	months @ \$	per month			
1100. TITLE CHARGES					
1101. Settlement or Closing Fee	to	Law Title Insurance Agency, Inc.-Naperville			
1102. Abstract or Title Search	to	Law Title Insurance Agency Inc.-Naperville	547.00		
1103. Title Examination	to				
1104. Title Insurance Binder	to				
1105. Document Preparation	to				
1106. Notary Fees	to				
1107. Attorney's Fee	to	Blake A. Rosenberg	75.00		
(Includes above item numbers:)					
1109. Title Insurance	to	IMF TITLE	400.00		
(Includes above item numbers:)					
1109. Lender's Coverage	\$	180,750.00	400.00		
1110. Owner's Coverage	\$				
1111. Payoff/Package Handling fee		Law Title Insurance Agency, Inc.-Naperville			
1112.					
1113.					
1114. Recording Service Fee		Law Title Recording account			
1115. Certificate of Release Service		Law Title Recording account			
1116. State of Illinois Policy fee	to	LAWYERS TITLE	3.00		
1117.					
1118.					
1200. GOVERNMENT RECORDING AND TRANSFER CHARGES					
1201. Recording Fees: Deed \$	36.00; Mortgage \$	72.00; Releases \$	36.00	144.00	
1202. City/County Tax/Stamp: Revenue Stamp		Mortgage			
1203. State Tax/Stamp: Revenue Stamp		Mortgage			
1204. City Transfer Tax		Law Title Recording Account			
1205.					
1300. ADDITIONAL SETTLEMENT CHARGES					
1301. Survey	to				
1302. Pest Inspection	to				
1303. PAY AS DIRECTED	to	ARONSON FURN	2,391.00		
1304.					
1305. See add'l disb. exhibit	to		9,617.00		
1400. TOTAL SETTLEMENT CHARGES (Enter on Lines 103, Section J and 602, Section K)			20,988.04		

Certified to be a true copy.

(2708708MK / 2708708MK / 16)

EXHIBIT D

FEDERAL TRUTH-IN-LENDING DISCLOSURE STATEMENT

Names of Borrower(s): **DOROTHY LEAKS** Case 1:08-cv-01395 Document 1-3 Filed 03/17/2008 Page 5 of 14
 Date of Origination: 03/17/2008
 Serv #: 11668431

Borrower Mailing: 11361 SOUTH FOREST AVENUE, CHICAGO, IL 60628
 Property Address: 11361 SOUTH FOREST AVENUE, CHICAGO, IL 60628

Loan Number: 11668431

Lender: WMC MORTGAGE CORP., 3100 THORNTON AVENUE, BURBANK, CA 91504

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments
The cost of your credit as a yearly rate.	The dollar amount the credit will cost you.	The amount of credit provided to you or on your behalf.	The amount you will have paid after you have made all payments as scheduled.
10.983 %	\$474,866.12	\$191,238.96	\$666,105.08

You have the right to receive at this time an Itemization of the Amount Financed.

☒ I want an itemization. ☐ I do not want an itemization.

Payment Schedule

Number of Payments	Monthly Payments of	Payments are Due Monthly beginning:	Number of Payments	Monthly Payments of	Payments are Due Monthly beginning:
24	1,711.76	November 1, 2006			
335	1,860.20	November 1, 2008			
1	1,855.84	October 1, 2036			

Assuming the index remains unchanged for the life of the loan. The index used to calculate the APR is 5.449 %.

- ☐ This loan has a demand feature
☒ Variable Rate: Disclosures about the variable rate feature have been provided to you earlier.
☐ Variable Rate Not Applicable

Security: ☐ You are giving a security interest in the property being purchased
☒ Other (describe): 11361 SOUTH FOREST AVENUE, CHICAGO, IL 60628

Late Charge: If payment is 15 days late, the penalty charge is 5.000 % of the payment.
 The minimum late charge is N/A The maximum late charge is N/A

Filing Fees/Recording Fees: \$ 75.00

Prepayment: If you pay off this loan early, you ☐ may ☒ will not have to pay a penalty. And you ☐ may ☒ will not be entitled to a refund of part of the finance charge.

Assumption: Someone buying your home
☒ will not be allowed to assume the remainder of this mortgage on the original terms.
☐ may, subject to conditions, be allowed to assume the remainder of this mortgage on the original terms.

Required Deposit: The annual percentage rate does not take into account your required deposit.

Property Insurance is required to obtain credit and may be obtained from anyone you want who is acceptable to this Lender.

☒ Property Insurance is not available through Lender.

☐ If you obtain Property Insurance from _____, you will pay \$ _____ for a term of _____.

CREDIT LIFE AND DISABILITY INSURANCE are not required to obtain credit and will not be provided at the time of closing. You may be offered these plans after closing, but they are not in effect at this time. No such insurance will be in force until you have completed an application, the insurance company has issued the policy, and the effective date of that policy has been provided.

See your loan documents for any additional information about nonpayment, default, any required repayment in full before the scheduled date, and prepayment refunds and penalties.

'e' means estimate

I / we acknowledge receipt of a completed copy of this disclosure. SIGNED AND DATED:

- Borrower - DOROTHY LEAKS - DATE -



ANNUAL PERCENTAGE RATE

This is not the Note rate for which the borrower applied. The Annual Percentage Rate (APR) is the cost of the loan in percentage terms taking into account various loan charges of which interest is only one such charge. Other charges which are used in calculation of the Annual Percentage Rate are Private Mortgage Insurance or FHA Mortgage Insurance Premium (when applicable) and Prepaid Finance Charges (loan discount, origination fees, prepaid interest and other credit costs). The APR is calculated by spreading these charges over the life of the loan which results in a rate higher than the interest rate shown on your Mortgage/Deed of Trust note. If interest was the only Finance Charge, then the interest rate and the Annual Percentage Rate would be the same.

PREPAID FINANCE CHARGES

Prepaid Finance Charges are certain charges made in connection with the loan and which must be paid upon the close of the loan. These charges are defined by the Federal Reserve Board in Regulation Z and the charges must be paid by the borrower. Non-Inclusive examples of such charges are: Loan origination fee, "Points" or Discount, Private Mortgage Insurance or FHA Mortgage Insurance, Tax Service Fee. Some loan charges are specifically excluded from the Prepaid Finance Charge such as appraisal fees and credit report fees.

Prepaid Finance Charges are totaled and then subtracted from the Loan Amount (the face amount of the Deed of Trust/Mortgage Note). The net figure is the Amount Financed as explained below.

FINANCE CHARGE

The amount of interest, prepaid finance charge and certain insurance premiums (if any) which the borrower will be expected to pay over the life of the loan.

AMOUNT FINANCED

The Amount Financed is the loan amount applied for less the prepaid finance charges. Prepaid finance charges can be found on the Good Faith Estimate/Settlement Statement (HUD-1 or 1A). For example if the borrower's note is for \$100,000 and the Prepaid Finance Charges total \$5,000, the Amount Financed would be \$95,000. The Amount Financed is the figure on which the Annual Percentage Rate is based.

TOTAL OF PAYMENTS

This figure represents the total of all payments made toward principal, interest and mortgage insurance (if applicable) over the life of the loan.

PAYMENT SCHEDULE

The dollar figures in the Payment Schedule represent principal, interest, plus Private Mortgage Insurance (if applicable) over the life of the loan. These figures will not reflect taxes and insurance escrows or any temporary buydown payments contributed by the seller.



EXHIBIT E

NOTICE OF RIGHT TO CANCEL

Servicing #: 11668431

LENDER: WMC MORTGAGE CORP.

DATE: September 6, 2006

LOAN NO.: 11668431

TYPE: Conventional

3100 THORNTON AVENUE BURBANK, CA 91504

BORROWERS: DOROTHY LEAKS

ADDRESS: 11361 SOUTH FOREST AVENUE

CITY/STATE/ZIP: CHICAGO, IL 60628

PROPERTY: 11361 SOUTH FOREST AVENUE CHICAGO, IL 60628

You are entering into a transaction that will result in a mortgage/lien/security interest on your home. You have a legal right under federal law to cancel this transaction, without cost, within **THREE BUSINESS DAYS** from whichever of the following events occurs **LAST**:

- (1) The date of the transaction, which is _____; or
- (2) The date you receive your Truth in Lending disclosures; or
- (3) The date you received this notice of your right to cancel.

If you cancel the transaction, the mortgage/lien/security interest is also cancelled. Within 20 CALENDAR DAYS after we receive your notice, we must take the steps necessary to reflect the fact that the mortgage/lien/security interest on your home has been cancelled, and we must return to you any money or property you have given us or to anyone else in connection with this transaction.

You may keep any money or property we have given you until we have done the things mentioned above, but you must then offer to return the money or property. If it is impractical or unfair for you to return the property, you must offer its reasonable value. You may offer to return the property at your home or at the location of the property. Money must be returned to the address below. If we do not take possession of the money or property within 20 CALENDAR DAYS of your offer, you may keep it without further obligation.

HOW TO CANCEL

If you decide to cancel this transaction, you may do so by notifying us in writing at:

3100 Thornton Ave. (Call Center)

Burbank, CA 91504

You may use any written statement that is signed and dated by you and states your intention to cancel and/or you may use this notice by dating and signing below. Keep one copy of this notice because it contains important information about your rights.

If you cancel by mail or telegram, you must send the notice no later than MIDNIGHT of _____ (or MIDNIGHT of the THIRD BUSINESS DAY following the latest of the three events listed above). If you send or deliver your written notice to cancel some other way, it must be delivered to the above address no later than that time.

I WISH TO CANCEL

CONSUMER'S SIGNATURE _____

DATE _____

Each of the borrowers in this transaction has the right to cancel. The exercise of this right by one borrower shall be effective as to all borrowers.

I acknowledge receipt of two copies of NOTICE of RIGHT TO CANCEL.

- Borrower - DOROTHY LEAKS - DATE - _____



NOTICE OF RIGHT TO CANCEL

Servicing #: 11668431

LENDER: WMC MORTGAGE CORP.

DATE: September 6, 2006

LOAN NO.: 11668431

TYPE: Conventional

3100 THORNTON AVENUE BURBANK, CA 91504

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Burbank, CA 91504

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I WISH TO CANCEL

CONSUMER'S SIGNATURE _____

DATE _____

Each of the borrowers in this transaction has the right to cancel. The exercise of this right by one borrower shall be effective as to all borrowers.

I acknowledge receipt of two copies of NOTICE of RIGHT TO CANCEL.

- Borrower - DOROTHY LEAKS - DATE -



EXHIBIT F

LITTON LOAN SERVICING LP
ATTN: INSURANCE DEPARTMENT
4828 LOOP CENTRAL DRIVE
HOUSTON, TX 77081



DOROTHY LEAKS
11361 SOUTH FOREST AVENUE
CHICAGO, IL 60628

NOVEMBER 2, 2006

Loan Number: 21307301
Property Address: 11361 SOUTH FOREST AVENUE
CHICAGO, IL 60628

FIRE

RE: PROOF OF INSURANCE RECEIVED

Dear Borrower:

At Litton Loan Servicing, we know how important your home is to you, and because we value our relationship with you, it is just as important to us. As part of our commitment to you, we strive to provide information relevant to your account and this letter provides important information regarding the **insurance requirement** of your loan.

We have received proof of insurance for the above referenced account and our records have been updated to reflect your policy information. There has been no additional charge to your account.

We want to continue to work with you in protecting your property. If you have any questions, please contact our Insurance Processing Department at: (800) 247-9727

Sincerely,

Insurance Department

EXHIBIT G



Chase Home Finance LLC
P.O. Box 509011
San Diego, CA 92150-9011
10790 Rancho Bernardo Road
San Diego, CA 92127

IMPORTANT CONSUMER NOTICE

Loan Number: 23899909

Principal Balance: \$ 199,561.68

Payments Will Be Collected By: JPMorgan Chase Bank, N.A. c/o Chase Home Finance LLC

Unless you notify this office within 30 days of receiving this notice that you dispute the validity of the debt, or any portion thereof, this office will assume the debt is valid. If you notify this office in writing within 30 days of receiving this notice, this office will obtain verification of the debt or obtain a copy of a judgment and mail a copy of such judgment or verification to you. If you request from this office in writing within 30 days of receiving this notice, this office will provide you with the name and address of the original creditor, if different from the current creditor.

Chase is attempting to collect a debt and any information obtained will be used for that purpose.

This notification is a requirement of Section 809 of the Fair Debt Collection Practices Act.

FOR CALIFORNIA CUSTOMERS, the state Rosenthal Fair Debt Collection Practices Act and the federal Fair Debt Collection Practices Act require that, except under unusual circumstances, collectors may not contact you before 8 a.m. or after 9 p.m. They may not harass you by using threats of violence or arrest or by using obscene language. Collectors may not use false or misleading statements or call you at work if they know or have reason to know that you may not receive personal calls at work. For the most part, collectors may not tell another person, other than your attorney or spouse about your debt. Collectors may contact another person to confirm your location or enforce a judgment. For more information about debt collection activities, you may contact the Federal Trade Commission at 1-877-FTC-HELP or www.ftc.gov.

WEL3PUR



Chase Home Finance LLC
P.O. Box 509011
San Diego, CA 92150-9011
10790 Rancho Bernardo Road
San Diego, CA 92127

NOTICE OF ASSIGNMENT, SALE OR TRANSFER OF SERVICING RIGHTS
Page 2

The date that your present servicer will stop accepting payments from you is 11/30/2006. The date that Chase will start accepting payments is 12/01/2006. Send all payments due on or after that date to your new servicer. The due date of your next payment will remain the same. If your payment was automatically withdrawn from your bank account, this service will be discontinued effective the transfer date. If you wish to continue this service, please contact our Customer Care Department.

If you are currently paying accident and health, disability, life or any other type of optional insurance with your mortgage payment, this service will not be continued with Chase.

You should be aware of the following information, which is set out in more detail in Section 6 of the Real Estate Settlement Procedures Act (RESPA) (12 U.S.C. 2605):

During the 60-day period following the effective date of the transfer of servicing, a loan payment received by your old servicer before its due date may not be treated by the new servicer as late, and a late fee may not be assessed.

Section 6 of RESPA gives you certain consumer rights. If you send a "qualified written request" to your loan servicer concerning the servicing of your loan, your servicer must provide you with a written acknowledgment within 20 business days of receipt of your request. A "qualified written request" is a written correspondence, other than notice on a payment coupon, which includes your name and loan number, and the reasons for the request.

Not later than 60 business days after receiving your request, your servicer must make any appropriate corrections to your account, and must provide you with a written clarification regarding any dispute. During this 60-day period, your servicer may not provide information to a consumer reporting agency concerning any overdue payment related to such period or qualified written request. However, this does not prevent the servicer from initiating foreclosure if proper grounds exist under the mortgage document. A business day is any day, excluding holidays (State and Federal), Saturday and Sunday. Section 6 of RESPA also provides for damages and costs for individuals or classes of individuals in circumstances where servicers are shown to have violated the requirements of that Section. You should seek legal advice if you believe your rights have been violated.

At Chase, we pride ourselves on serving the needs of our borrowers and look forward to serving you.

Customer Care Department